

Document Request No. 80

Project C 3808

Item 2

See attached letter of intent with
the Village of Sargat.

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CER 077448

Village of Sauget

Paul Sauget
Mayor

2897 Falling Springs Road
Sauget, Illinois 62206

(618) 337-5267

June 15, 1983

Monsanto Company
Attention: Mr. Jack W. Molloy, Plant Manager
W. G. Krummrich Plant
Sauget, Illinois 62201

Dear Sirs:

You have advised the Village of your potential interest in constructing a 42-inch sewer along or near the south edge of your plant (for the purposes of assisting with the repair and rehabilitation of the two (2) existing Village sewers, which serve your plant and other users).

We have reviewed the draft of the proposed Agreement between the Village and Monsanto with reference to acceptance of ownership of the Sewer by the Village after a period of five years after construction and operation.

We hereby approve such draft of the proposed Agreement with the understanding that, as yet, it has not been approved by management of Monsanto and that, as yet, Monsanto has not appropriated the necessary funds. At such time as necessary funds are appropriated, the Village will enter into this agreement with you.

Execution and delivery of this letter of intent were approved by the President and Board of Trustees for the Village by resolution adopted at their regular meeting held on June 14, 1983 and thereupon approved.

VILLAGE OF SAUGET

By: Paul Sauget
Its President

ATTEST:

Betty Long Wilson
Village Clerk

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STATE OF ILLINOIS
COUNTY OF ST. CLAIR
VILLAGE OF SAUGET

22.

CERTIFICATE

I, the undersigned, BETTY LONG WILSON, do hereby CERTIFY that:

1. I am the duly elected, qualified and acting Village Clerk of the VILLAGE OF SAUGET, an Illinois municipal corporation situated in St. Clair County, Illinois.

2. On the 14th day of June, 1983,
a regular meeting of the President
and Board of Trustees of said VILLAGE was duly and properly
convened, held and conducted.

3. At said meeting, a quorum was present throughout.

4. At said meeting, that certain Resolution
entitled:

" RESOLUTION APPROVING PROPOSED AGREEMENT
WITH MONSANTO COMPANY FOR FORTY TWO INCH
(42") SEWER

was duly and properly adopted by the President and Board of Trustees of said VILLAGE and was thereupon duly approved by the President of said VILLAGE.

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5. A true, correct and complete copy of said document is attached hereto and, by this reference, incorporated herein and made a part hereof.

6. The original of said document is in my possession and control as said Village Clerk.

7. The provisions of said document have not been altered, changed or amended in any manner whatever and are now in full force and effect.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the official seal of said VILLAGE on this 15th day of June, 19 83.

[SEAL]

Betty Long Wilson
BETTY LONG WILSON
Village Clerk
VILLAGE OF SAUGET, ILLINOIS

ERA/DEPTO CORRED/EL/PC3
ATTORNEY AT LAW/PRODUCT
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RESOLUTION APPROVING PROPOSED AGREEMENT WITH MONSANTO
COMPANY FOR FORTY TWO INCH (42") SEWER

BE IT RESOLVED by the President and Board of Trustees of this VILLAGE OF SAUGET, an Illinois municipal corporation situated in St. Clair County, Illinois, as follows:

Section 1. Subject to certain conditions precedent, MONSANTO COMPANY has proposed to enter into an Agreement with this VILLAGE OF SAUGET applicable to a new forty two inch (42") sewer line.

Section 2. A copy thereof is attached hereto, marked Exhibit A and, by this reference, incorporated herein and made a part hereof.

Section 3. Said proposed Agreement be, and it is hereby, approved.

Section 4. If and when said Agreement is tendered to this VILLAGE OF SAUGET by MONSANTO COMPANY, it may and shall be then executed for, in the name of and on behalf of this VILLAGE OF SAUGET by the President and Village Clerk and delivered to MONSANTO COMPANY.

Section 5. For, in the name of and on behalf of this VILLAGE OF SAUGET, the President and Village Clerk be, and they are hereby, authorized, empowered and directed to write MONSANTO COMPANY a letter of intent in substantially the same form as that which is attached hereto, marked Exhibit B and, by this

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reference, incorporated herein and made a part hereof.

Section 6. All resolutions, and part thereof, in conflict herewith be, and they are hereby, repealed.

Section 7. This Resolution shall be in full force and effect immediately at and upon its adoption and approval.

READ AND PRESENTED: June 14, 1983.

ADOPTED: June 14, 1983.

POLL CALL VOTE:

Ayes: McDaniel, Batson, Bethea, Thornton, Lane

Nays: None

Absent: Hawkins

APPROVED: June 14, 1983.

APPROVED:

/s/ Paul Sauget
President
VILLAGE OF SAUGET

ATTEST:

/s/ Betty Long Wilson
Village Clerk
VILLAGE OF SAUGET

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6/10/83

AGREEMENT

Monsanto Company and Village of Sauget

THIS AGREEMENT made and entered into as of this _____ day of _____, 1983, between Monsanto Company, a Delaware corporation with offices at 800 North Lindbergh Boulevard, St. Louis, Missouri 63167, authorized to transact business in Illinois, (hereinafter "Monsanto") and the Village of Sauget, an Illinois municipal corporation situated in St. Clair County, Illinois (hereinafter "Village").

W I T N E S S E T H:

WHEREAS, Village presently owns and operates a twenty-four inch (24") sewer and a thirty-six inch (36") sewer on easements granted to it by Monsanto along the south edge of Monsanto's W. G. Krummrich Plant (hereinafter "Plant"); and

WHEREAS, said Village sewers presently collect and transmit wastewater from Monsanto (hereinafter "Monsanto Flow") as well as from upstream users, including the Village itself, residential users and other non-residential users (hereinafter "Village Flow"); and

WHEREAS, said Village sewers are in degraded physical and mechanical condition; and

WHEREAS, Village intends to fill and abandon or to modify and rehabilitate its twenty-four inch (24") sewer and also to modify and rehabilitate its thirty-six inch (36") sewer; and

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EXHIBIT A

WHEREAS, Monsanto intends to construct, at the Plant, a forty-two inch (42") sewer (hereinafter "Sewer") to handle Monsanto Flow, upon land which is described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, unless and until Monsanto conveys Sewer to Village, Village will have the right to use the same to transmit Village Flow during (i) periods of rehabilitation to either of its presently existing sewers, (ii) during periods when its presently existing sewers are not sufficient to collect and transmit Village Flow and (iii) during periods otherwise agreed upon between Monsanto and Village, all so far as will be within the capacity of the Sewer.

NOW, THEREFORE, the parties agree:

That the Village retains the right to approve plans and specifications for the Sewer which approval shall not be unreasonably withheld.

That not less than five (5) years nor more than six (6) years, from the date of completion and operation of the Sewer, Monsanto shall dedicate the Sewer to the Village and the Village shall accept such dedication, along with a non-exclusive easement therefor, said easement to be in substantially the form of the instrument marked Exhibit "B", attached hereto and made a part hereof.

At any time when the Sewer carries Village Flow or both Monsanto Flow and Village Flow, (hereinafter "Total Flow"), the Village agreed that it shall be fully responsible for any injury to any person, including death, or for damage to any property caused by or arising from either Village Flow or Total Flow and agrees to hold harmless and indemnify Monsanto for any and all liabilities, claims, suits, costs or expenses related thereto. In no event shall Monsanto have any obligations for injuries or damages arising out of Total Flow regardless of the form of action, whether in contract or tort (strict liability or negligence).

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including, but not limited to, consequential damages. The Village will be responsible for obtaining and keeping in effect any and all governmental permits required for Total Flow in the Sewer.

Monsanto shall not, after the date of this instrument, construct, erect, or place any additional facilities or improvements on the land described in Exhibit A in a manner which would interfere unreasonably with the rights to be granted to Grantee pursuant to the Easement.

IN WITNESS WHEREOF, Monsanto and the Village have executed this Agreement this _____ day of _____, 1983.

VILLAGE OF SAUGET

MONSANTO COMPANY

By _____
Its President _____

By _____
Title _____

ATTEST:

Its Village Clerk

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EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Monsanto Company, a Delaware corporation with its principal offices located at 800 North Lindbergh Boulevard, St. Louis, Missouri 63167 authorized to transact business in Illinois, (hereinafter called "Monsanto"), for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration in hand paid by the Village of Sauget, an Illinois municipal corporation situated in St. Clair County, Illinois and the principal office of which is located at 2897 Falling Springs Road, Sauget, Illinois 62206 (hereinafter called "Grantee"), the receipt of which is hereby acknowledged, does hereby grant, subject to the terms, reservations, covenants and conditions hereinafter set forth, and without any warranty, express or implied, unto said Grantee, its successors and assigns, the non-exclusive right and easement to reconstruct, use, operate, maintain, repair and patrol a 42" sewer located on Monsanto's W. G. Krummrich Plant together with all necessary and related fixtures and appurtenances thereto (hereinafter called "Facilities") in, on, over or across that certain tract or parcel of land (hereinafter called the "Easement Area"), situated in the County of St. Clair, State of Illinois, being more particularly described in Exhibit A hereto, together with (i) the right of access to and from the Facilities during all reasonable periods over the Easement Area for the purpose of exercising the right and easement above granted; (ii) in the event the Facilities are to be installed above ground, the right to trim or cut down or cause to be trimmed or cut down, at any time and from time to time, any and all brush, saplings, trees, over-hanging branches or other vegetation of Monsanto upon the Easement Area which interferes with the construction, maintenance or use of, or endangers the safety of, the Facilities; and (iii) the right to remove at any time any and all of the Facilities erected in, on, over or across the Easement Area by virtue hereof.

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TO HAVE AND TO HOLD the above-described easement and rights unto the said Grantee, subject to the foregoing and to the following terms, reservations, covenants and conditions:

1. The rights, privileges and easements herein granted are subject to any and all existing restrictions, liens or encumbrances, or existing rights or interests of any third persons or parties, in, to or affecting any of the Easement Area, whether or not of record.

2. Grantee shall be liable for, and shall indemnify and hold harmless Monsanto from and against, any and all liability, claims, suits, judgments, damages, losses, costs and expenses on account of injury to or death of any person, or damage to or loss or destruction of any property, including but not limited to crops, livestock or other property of Monsanto caused by or connected with Grantee's exercise or purported exercise of any of the rights, privileges and easements herein granted, or of any act, omission or neglect of Grantee, its agents, employees, licensees or contractors, in reconstructing, using, operating, maintaining or removing the Facilities or any part thereof; provided, however, the foregoing covenants shall not apply with respect to any such injury, death, damage, loss or destruction caused by the sole negligence of Monsanto, its agents or employees.

3. At any time or from time to time upon request from Monsanto but at Monsanto's cost, Grantee shall relocate, alter, or adjust the Facilities or any part thereof in accordance with Monsanto's wishes, provided that if in the course of such relocation, alteration, or adjustment Monsanto requires Grantee to vacate the Easement Area, Monsanto shall provide other reasonable and adequate location for such Facilities. Grantee shall provide Monsanto with an itemized and verified statement of the actual costs incurred by Grantee by reason of any such relocation, alteration or adjustment.

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4. Except as herein specifically granted to Grantee, Monsanto reserves and excepts all right, title and interest in and to the Easement Area, and the right to use, occupy, possess and enjoy the Easement Area for any purpose and in any manner whatsoever, including but not limited to the right to construct, erect, place, keep, maintain, operate and renew, on, beneath or above the surface of the Easement Area any gas mains, pipelines, telephone, telegraph, power or communication lines, roadways, parking areas, sewer lines, buildings, utilities, facilities and appurtenances to any of the foregoing and other facilities and improvements of similar or different character; provided, however, that subject to the other provisions of this instrument, Monsanto shall not, after the date of this instrument, construct, erect, or place any additional facilities or improvements in the Easement Area in a manner which would interfere unreasonably with the rights granted to Grantee pursuant hereto.

5. This instrument and all of the terms, covenants and provisions hereof shall inure to the benefit of and be binding upon each of the parties hereto and their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of this ____ day of _____, 19 ____.

ATTEST:

MONSANTO COMPANY

Assistant Secretary

By _____
Title: _____

ATTEST:

VILLAGE OF SAUGET

City Clerk

By _____
Title: _____

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FRANCIS & CO. INC. 1003
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ACKNOWLEDGEMENT FOR CORPORATION

STATE OF ILLINOIS)
) SS
COUNTY OF ST. CLAIR)

I, the undersigned, a Notary Public in and for said County in the State
aforesaid, DO HEREBY CERTIFY THAT _____
personally known to me to be the _____

_____ of _____
_____, a corporation, and _____

personally known to me to be the City Clerk of said corporation, whose
names are subscribed to the foregoing instruments, appeared before me
this day in person and severally acknowledged that, as such _____

_____ and City Clerk, they signed, sealed
and delivered the said instrument of writing as _____

_____ and City Clerk of said corporation and caused the
corporate seal of said corporation to be affixed thereto, pursuant to
authority given by the Board of Directors of said corporation, as their
free and voluntary act, and as the free and voluntary act and deed of
said corporation for the uses and purposes therein set forth.

—
GIVEN under my hand and notarial seal, this _____ day of _____,
A.D. 19 ____.

NOTARY PUBLIC

My Commission expires: _____

209D

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EXHIBIT A

EASEMENT AREA

An easement 20 feet in width and lying 10 feet on each side of the following described centerline:

(Plant to furnish legal description and location of sewer when built.)

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